



Agency Agreement

This Agreement made and entered into as of the 6th day of September, 2016 by and between **The Hertz Corporation** (hereinafter called "Hertz") with a local address of _____ and _____ City of Newport _____ (hereinafter called the "Agent") located at 139 SW 84th ST, Newport, OR 97366 _____.

WITNESSETH

WHEREAS, Hertz is engaged in the business of renting passenger automobiles without drivers and desires to make its services available at the location commonly known as Newport Municipal Airport _____ (Location"); and

WHEREAS, Agent desires to operate a Hertz automobile rental agency on Hertz' behalf at the Location.

NOW, THEREFORE, it is mutually agreed as follows:

1. Appointment

1.1 Hertz hereby appoints Agent, as an independent contractor and not as an employee, for the sole purpose of operating a non-exclusive Hertz automobile rental agency on Hertz' behalf at the Location ("Agency"). Agent hereby accepts such appointment in accordance with the terms and conditions of this Agreement and agrees to operate the Agency in accordance with said terms and conditions;

1.2 This Agreement creates an Agency relationship only. No franchise rights or licenses are granted hereunder whether for Agent to use the Hertz name or otherwise to benefit in any way except as explicitly provided in this Agreement. Neither Agent, Agent's employees nor any other persons performing work for Agent will be deemed employees of Hertz, any of its subsidiaries or any of its affiliated companies, as now or hereafter constituted, for any purpose whatsoever. The parties to this Agreement intend that no statute, or any regulation promulgated under any statute, providing for protection of franchise or franchisees, licenses or licensees, or employees will be applicable to this Agreement or to Agent's services hereunder. Nevertheless, if any such statute or regulation is construed to be applicable to this Agreement by any court of competent jurisdiction, in a final non-appealable decision or ruling, then, to the extent permitted by law, Agent waives any and all rights which it may have under said statute or regulation.

2. Hertz' Obligations

2.1 While this Agreement is in effect, Hertz will:

- (a) Furnish Agent from time to time with passenger automobiles owned or leased by Hertz ("Vehicle(s)"), in such quantities and at such time to be determined by Hertz in its sole discretion, for renting by Agent, without drivers, in accordance with the terms and conditions of this Agreement ("Rental(s)"). It is expressly understood by Agent that title to and complete ownership in, or in the case of leased Vehicles, the leasehold right in, each Vehicle will at all times remain solely with Hertz.
- (b) Assume all expenses for fuel, oil, grease and repairs including all parts necessary to operate the Vehicles, and all labor costs involved in making necessary repairs to any Vehicles that are made by either Hertz or as specifically authorized by Hertz in accordance with its then current policies and procedures.

- (c) Furnish on behalf of Agent, in connection with Agent or Agent's employee's necessary operation of any Vehicle within the scope of the Agency, protection against automobile liability. Such protection will be provided AGAINST LIABILITY TO THIRD PARTIES, EXCLUDING, TO THE EXTENT PERMITTED BY LAW, ANY OF THE AGENT'S FAMILY MEMBERS RELATED BY BLOOD MARRIAGE OR ADOPTION RESIDING IN AGENT'S HOUSEHOLD. Such protection will have limits for bodily injury or death of up to \$100,000 for each person and \$300,000 for each accident, and \$25,000 for property damage including Hertz' responsibility as vehicle owner and will also provide benefits with respect to comprehensive physical damage to any Vehicles, including fire and theft, except as provided in Paragraph 8.2 hereof. The protection provided hereunder will automatically conform to the basic requirements of any "No Fault" law, BUT DOES NOT INCLUDE "UNINSURED MOTORIST", "UNDERINSURED MOTORIST", SUPPLEMENTARY "NO FAULT" OR OTHER OPTIONAL PROTECTION. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO HEREBY REJECT THE INCLUSION OF ANY SUCH PROTECTION. If any such protection is imposed by operation of law, then the limits of such protection will be the minimum requirements of the law of the jurisdiction in which the accident occurred. To the extent permitted by law, any loss of or damage to a Vehicle or any automobile liability claim arising out of the use of a Vehicle in violation of Agent's obligations under Article 3 of this Agreement is excluded from the protection provided to Agent under this subparagraph.
- (d) Furnish Agent from time to time with rental agreement forms, accident report forms, advertising materials, and such other forms, brochures and materials which Hertz may prescribe from time to time, in its sole discretion, and which Hertz, in its sole discretion, considers necessary or appropriate for the operation of the Agency.
- (e) If Agent's personnel are required by Hertz to wear Hertz uniforms, provide original and, as necessary, replacement uniforms to Agent's personnel without charge, in accordance with Hertz' procedures for uniform replacement. Hertz, in its sole discretion, may at times elect to cease requiring Agent's personnel to wear uniforms, in which event, no additional uniforms will be provided to Agent for Agent's personnel.

3. Agent's Obligations

3.1 While this Agreement is in effect, Agent will:

- (a) Rent Vehicles on Hertz' behalf at Hertz' published rates (requiring, where applicable, customer deposits as Hertz may prescribe from time to time), but only in accordance with the terms and conditions of this Agreement, the then current standard Hertz rental agreement, which Hertz may prescribe from time to time, ("Rental Agreement") and published Hertz field bulletins, and other written instructions, policies and procedures which Hertz may prescribe from time to time in its sole discretion.
- (b) Remit funds received in connection with Rentals in strict accordance with Hertz' published instructions as amended from time to time upon notice to Agent.
- (c) Not extend credit or charge privileges to any Rental customer except in strict accordance with Hertz' then current published instruction in connection therewith.
- (d) Rent Vehicles only to persons who meet Hertz' then applicable driver, credit, financial responsibility, age and other Rental qualifications and not rent Vehicles to any person whose ability to operate a Vehicle safely appears to be impaired (such as persons who are under the influence of drugs or alcohol), or who are on the then current Hertz prepared and supplied Do Not Rent List, or to any person whom Agent has reason to believe will use the Vehicle in violation of the Rental Agreement.

- (e) Report properly and fully all casualty occurrences and losses including, but not limited to, accident and thefts involving Vehicles, in accordance with Hertz' published instructions and upon forms supplied by Hertz or required by law.
- (f) Not use any Vehicle or permit or suffer its use by Agent's employees, or other persons, except as a Vehicle for which there is a Rental Agreement executed by a Hertz customer or as otherwise authorized by Hertz, nor furnish drivers or chauffeurs for Vehicles, nor knowingly rent any Vehicle for any purpose prohibited either by Rental Agreement or by law.
- (g) If the use of the real property upon which the Location is located is within control of Agent, permit Hertz to place, erect or install those signs and advertising materials ("signage") as Hertz reasonably desires for Location and obtain any necessary consent for such installation from the owner of, or any other person in control of the use of such real property. All such signage will remain Hertz' property.
- (h) Permit Hertz to remove any or all signage without prior demand at any time prior to termination of this Agreement or within a reasonable time following termination hereof. Hertz will not be responsible for any repair or restoration of the Location occasioned by such removal or otherwise.
- (i) Not sell, mortgage, pledge, subject to a lien, security interest or other attachment, or attempt to do any of the foregoing to otherwise encumber, convey or transfer any interest in or title to any Vehicle or part thereof, or permit or suffer any of the foregoing by any third party and to return all Vehicles to Hertz promptly upon request. Any attempt to do any of the foregoing will be null, void, and without any legal effect.
- (j) Defend, indemnify and hold The Hertz Corporation, Hertz System, Inc., their respective subsidiaries, affiliates and parent company, as now or hereafter constituted, harmless from and against any and all claims, actions, liabilities, demands, losses, suits, penalties, fines, judgments and costs (including, without limitation, legal costs and expenses and reasonable attorneys' fees), allegedly arising directly or indirectly from the condition of the Location and/or any act or omission (including, without limitation, a failure to follow Hertz' lawful instruction) done, allowed or suffered by Agent, its agents, employees or servants, or by Agent's contractors or vendors, whether related to the Agency or to any other business of Agent at the Location. Agent's obligations under this subparagraph expressly include, but are not limited to any claim by any of the Agent's employees or former employees relating to the Agency or such person's performance of services in connection with the Agency, or any violation by Agent or Agent's employees of Agent's obligations under this Agreement, which directly or indirectly results in harm or loss by any of the foregoing indemnified parties.
- (k) Not use or display the name "Hertz" or any signs, symbols, marks, slogans, or logos associated with The Hertz Corporation (hereinafter collectively referred to as "Proprietary Marks") except in the manner expressly authorized by Hertz, and cease all use and display of all Proprietary Marks and return all materials, including, with limitation, Rental Agreements, policies, procedures, manuals, bulletins, and promotional and training materials to Hertz immediately upon the termination of this Agreement.
- (l) Complete and have each customer execute a Rental Agreement for each Rental, in accordance with Hertz policies and procedures and furnish Hertz with all Rental Agreements and monies received from concluded Rentals.
- (m) Promptly notify Hertz when a Vehicle sustains damage, or is not returned in accordance with the terms of the Rental Agreement and, if requested by Hertz, use best efforts to attempt to collect the proper compensation for such damages, as determined by Hertz, from the responsible party or obtain the return of the Vehicle, as the case may be, along with any expense incident thereto.

- (n) Not have any authority to file theft or conversion reports or complaints with governmental authorities on a Vehicle, but will immediately notify Hertz upon determining that a Vehicle has been stolen, converted, is overdue from a Rental, is missing, or is otherwise unaccounted for and will complete such reports as requested by Hertz with respect thereto.
- (o) At Agent's expense, maintain a telephone number and listing exclusively for the Agency, separate and apart from any other telephone number or listing used by the Agent, to which listing and number Hertz will have the sole and exclusive right.
- (p) At Agent's expense, maintain the Location in a clean, attractive and neat manner at all times so as to contribute to the goodwill associated with the Hertz name.
- (q) Comply with all laws, regulations and ordinances of any governmental authority having jurisdiction with respect to the Location or any business carried on therein by Agent with Hertz' consent, and defend, indemnify and hold Hertz harmless from and against any liability, fines or other penalties resulting from Agent's non-compliance with any law, regulation or ordinance.
- (r) At Hertz' option, require all persons acting on Agent's behalf having contact with Rental customers or who are visible to such customer, including Agent's personnel acting as counter sales representatives and individuals checking in Vehicles, to wear a Hertz uniform, bear the cost of any and all additional Hertz uniforms which may be required as a results of loss, theft, damage or disappearance of such uniforms and upon Hertz' request, return all such uniforms to Hertz.
- (s) Devote an appropriate amount of Agent's time, energy, direction and best efforts to the development of the Agency and operation of the Location, in order to maintain the high quality operating standards for which Hertz is known, as may be prescribed by Hertz from time to time.
- (t) Devote a portion of the Location to the Agency and use same solely for the purpose of operating the Agency, except as otherwise agreed by Hertz in writing, therein keeping the Agency open and in normal operation for at least such minimum hours and days as may be prescribed by Hertz from time to time.
- (u) Make sure that all Vehicles are at all times in proper working order, refueled, oiled, greased, washed (interior and exterior) and kept at a level of quality in conformity with such standards as may be prescribed by Hertz from time to time.
- (v) Hereby warrants to Hertz that generally accepted pre-employment drug testing, background and criminal checks will be performed on any new Agency employee whose job functions relate to the performance of the Agency under this Agreement. Agent further warrants that unless prohibited by the law in the state of license issuance, prior to permitting any Agency employee to operate Hertz vehicles, will have had a check performed of their driving history through the issuing state's motor vehicle agency to determine that they are properly and validly licensed, have no current record of convictions for driving under the influence or narcotics and/or alcohol, and otherwise has a good driving record. Agent further warrants that any Agency employee driving a Hertz vehicle on public roads be a minimum of 21 years of age, and that any use of a Hertz vehicle under the influence of narcotics or alcohol be strictly prohibited.
- (w) Provide proper security of Hertz' vehicles at all times. Keys are not to be left in the vehicle, and are to be secured in a safe or other Hertz-approved secured place during all hours when the location is closed. Agent will securely install a Hertz approved "Express Return" box, to be provided by Hertz, for the Agent's use. Agent warrants that all non-agency personnel who

may be in a position to accept after-hours rental returns have been instructed not to accept custody of these returns, but rather will direct the customer to the "Express Return" box provided for this purpose.

4. Compensation

4.1 Agent will:

- (a) Be compensated for those specific services rendered by it on Hertz' behalf pursuant to this Agreement at a rate of Twenty Five__ percent (25 %) of all closed and collected time and/or mileage charges only, as shown on each concluded Rental Agreement, net of any discount;
- (b) Not receive any compensation based upon optional refueling service, LDW, PAI, PEC, LIS, drop-off, return mileage, or charges for any other services, or upon the amount of any federal, state or municipal sales taxes or tax reimbursements separately stated and collected from Rental customers, or on sums paid or collected on account of the loss of or damage to any Vehicles or other Hertz property, or for the conversion or abandonment of Vehicle, or resulting from Agent's failure to follow Hertz procedures;

4.2 Hertz reserves the right to audit and correct any and all Rental charges connected with any Rental Agreement and to adjust Agent's compensation based upon the corrected Rental charges. Agent grants Hertz the right to enter the Location during Agent's regular business hours for the purpose of audit and inspection of Agent's books and records in connections with the Agency, which books and records will at all times be maintained by Agent at the Location.

4.3 Agent will be responsible for:

- (a) Rental charges for which payment will not be or has not been received by Hertz within thirty (30) days from date of rental due which results in any way from Agent's failure to (i) obtain pre-rental charge card authorization or deposits where required; (ii) Agent's failure to obtain and verify company or government purchase orders; (iii) Agent's improper completion of charge vouchers or Rental Agreements; (iv) Agent's improper qualification of a Rental customer; or (v) any other violation of Hertz' procedures or policies.
- (b) The total loss of revenue to Hertz, or One Thousand (\$1,000) Dollars, whichever is higher, resulting from the conversion of a Vehicle, which is due in any way to Agent's failure to follow Hertz' established customer qualification procedures.
- (c) The lesser of the amount of repairs to the Vehicle, or the full value of the Vehicle at the time it is converted or damaged, less its salvage damage (in the case of a converted Vehicle on its recovery), lost or damaged as a result in any way of Agent's failure to follow Hertz' established customer qualification procedures, if collection or recovery can not be made from the responsible third party after reasonable efforts.
- (d) Two Hundred (\$200) Dollars per rental, or Agent's average revenue per Rental, whichever is higher, on missing unaccounted-for Rental Agreements; and
- (e) Seventy-five (\$0.75) cents per mile on all missing mileage on computed Rental Agreements or while Vehicle is in control of the Agent.
- (f) The amount of repairs (if recovered), up to the full value of the Vehicle (if not recovered), of any Vehicle stolen from the Agent's premises, which has occurred due to the negligence of the Agent (or the Agent's employees) or through non-compliance with paragraph 3.1 (w).

- 4.4 Hertz, at its option, may deduct from any commission payments to Agent any and all amounts for which Agent is responsible under Paragraph 4.3 above, or may require Agent to promptly remit any or all of such amount to Hertz.
- 4.5 Agent acknowledges that Rental charges and other payments received from rental customers will be held in strict accordance with Hertz' procedures in a fiduciary capacity, in a segregated bank account, in trust for Hertz, and will not be commingled or otherwise combined with any other funds or assets of Agent.

5. Extent of Authority

- 5.1 Except in the course of the strict performance of Agent's specific responsibilities expressly authorized by Hertz pursuant to this Agreement, Agent is not the express, implied or apparent agent of Hertz, any of its subsidiaries, or any of its affiliated companies, now or as hereafter constituted. Agent will not in any way represent or give the appearance of possessing any authority on behalf of Hertz beyond that which is expressly and explicitly granted by this Agreement.
- 5.2 Except as explicitly granted by this Agreement, Agent has no express, implied or apparent authority to: (i) create or assume any obligation in Hertz' name or in that of any of its subsidiaries, or that of any of its affiliated companies, now or as hereafter constituted, or in it's or their behalf, or (ii) act or purport to act as an Agent of any of them.
- 5.3 Agent will pay on behalf of Agent's employees all premiums, contributions and taxes for workers' compensation and employer's liability insurance as required by Paragraph 8.4, health, unemployment and disability insurance and for old-age pensions, annuities and retirement benefits imposed by applicable laws, and which are payable by employers for or on behalf of their employees.

6. Covenants Not To Compete

- 6.1 Agent covenants and agrees that while this Agreement is in effect and for a period of twelve (12) months after the termination hereof, whether with or without cause, or for any reason whatsoever, Agent will not, without prior express written consent of Hertz, either directly or indirectly, for itself, or through, on behalf of, or in conjunction with any person, partnership, corporation or other entity:
 - (a) Divert or attempt to divert any actual or prospective business or customers of Hertz to any competitor, by direct or indirect inducement or otherwise;
 - (b) Employ or seek to employ any person who is at that time employed by Hertz, or otherwise directly or indirectly seek to induce such person to leave his or her employment;
 - (c) Own, maintain, engage in, operate, conduct, solicit, have any interest in, or perform any service for any other vehicle rental business, similar to the business conducted hereunder;
 - (d) Assist, allow directly or indirectly or suffer any third party to solicit, advertise, promote or transact a vehicle rental business other than the Agency business; or
 - (e) Operate a taxi or limousine service at the Location, or within a seventy-five (75) mile radius of the premises upon which the Location was located.
- 6.2 Agent acknowledges that Agent's violation of the terms of Paragraph 6.1 hereof would result in immediate and irreparable injury to Hertz for which no adequate remedy at law may be available. Accordingly, in the event of any such violation or alleged violation, Agent consents to the

issuance of an injunction prohibiting any conduct by Agent in violation of the terms of Paragraph 6.1 hereof, in addition to and not in election of any other legal or equitable rights and remedies which Hertz may have under this Agreement or otherwise, all of which Hertz may further avail itself.

- 6.3 Agent expressly agrees that the existence of any claim it may have against Hertz, whether or not arising from this Agreement, will not constitute a defense to the enforcement by Hertz under Paragraph 6.2 hereof, of the covenants contained in Paragraph 6.1 hereof.
- 6.4 It is agreed that each of the foregoing covenants and the subjects thereof will be construed as being independent of any other covenant, subpart of provision of this Agreement. If all or any portion of the covenants contained in Paragraph 6.1 hereof are held unenforceable by a court or governmental authority having competent jurisdiction in a final non-appealable decision to which Hertz is a part, Agent expressly agrees to be bound by any lesser covenant subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenant were separately stated in and made a part of Paragraph 6.1 hereof.
- 6.5 Agent understands and acknowledges that Hertz has the right, in its sole discretion, to reduce the scope of any covenant or subpart thereof contained in Paragraph 6.1 hereof, without Agent's consent, effective immediately upon notice thereof to Agent by Hertz. Agent agrees that it will comply forthwith with any covenant as so modified, which will be fully enforceable as so modified notwithstanding any other provision of this Agreement.
- 6.6 Paragraph 6.1 hereof will not apply to any ownership by Agent of less than one percent (1%) beneficial interest in the outstanding equity securities of any publicly held corporation.

7. Term/Post-Termination

- 7.1 This Agreement will be effective as of the date first above written and will continue in effect thereafter until terminated, whether with or without cause, by either party by written notice given in accordance with Paragraph 11 hereof, not less than thirty (30) days prior to the termination date set forth therein.
- 7.2 Paragraph 7.1 hereof notwithstanding, if Agent fails to comply with any provisions of this Agreement and such default continues for a period of twenty-four (24) hours after written notice thereof to Agent by Hertz, or if Agent dies or becomes permanently disabled or incapacitated, becomes insolvent, makes an assignment for the benefit of creditors, or if any proceeding in bankruptcy, receivership or insolvency will be commenced by or against Agent or its property, or if a third party obtains a final non-appealable judgment against Agent in an amount equal to more than ten percent (10%) of Agent's assets, which judgment is not vacated or paid within thirty (30) days of its entry or if Agent will have made or intends to make bulk transfer of its furniture, furnishings, or other equipment or inventory, or if Agent transfers or is reasonably believed by Hertz to intend to transfer its right, if any, to occupy the real property at the Location, or if Agent's condition (including, without limitation, Agent's financial condition) will change or if Agent undergoes any other change of business condition so that, in Hertz' sole opinion, Hertz' financial or business risk in permitting this Agreement to continue, is materially increased, or if Agent ceases to conduct business at the Location, or if Agent has defaulted on any other Agreement between Hertz and Agent, then, and in any such events, Hertz may, at its option, terminate this Agreement immediately upon written notice to Agent and quietly enter the Location and repossess all Vehicles and other property owned by Hertz, which is then in possession of Agent, with or without demand or prior notice and without court proceedings. Agent agrees to permit such retaking and waives any and all claims against Hertz with respect to such retaking.
- 7.3 If the Location is owned, lease or otherwise controlled or operated by Hertz, Agent will occupy it only at Hertz' sufferance and only during the term of this Agreement. Upon termination of this Agreement, Agent will surrender up and vacate the Location of the effective date of such

termination. Such Location will be surrendered in the same condition as when received by Agent, reasonable and ordinary wear and tear excepted.

8. Insurance

- 8.1 At all times while the Agreement is in effect, Agent, at its expenses, will maintain with an insurance carrier satisfactory to Hertz, Comprehensive General Liability Insurance, including contractual, personal injury, completed operations and Fire Legal Liability Insurance, which covers the Location and Agent's operations, but only as respects Agent's activities involving rental of Hertz vehicles. The policy will name Hertz, Hertz System, Inc., their respective subsidiaries, affiliates and parent company, as now and hereafter constituted, and their respective employees, as additional insureds for liability for bodily injury including death and property damage. Said insurance will be primary and not excess, with combined single limit of not less than One Million (\$1,000,000) Dollars for bodily injury, including death and property damage in any one occurrence.
- 8.2 When Agent is required by contract relating to its occupancy of the Location to provide Fire Insurance on its location, Agent will at its expense, and in lieu of Fire Legal Liability Insurance as specified in Section 8.1, procure and maintain at all times while the Agreement is in effect "All Risk" Fire Insurance on a replacement cost basis, with a limit of not less than One Million (\$1,000,000) Dollars, naming Hertz, Hertz System, Inc., their respective subsidiaries, affiliates and parent company, as now or hereafter constituted, and their respective employees, as additional insureds and including, to the extent permitted by law, a waiver of subrogation in favor of such additional insureds, insuring the real property at the Location and all building thereon occupied by Agent and all property contained therein, including without limitation Hertz' personal property contained therein. Said insurance will be primary and not excess.
- 8.3 Agent agrees to furnish Hertz, no later than ten (10) days after the date of execution of this Agreement, with a certificate of insurance evidencing the insurance required under Paragraphs 8.1 and 8.2. Such certificate will provide that said insurance may not be cancelled or materially modified for any reason, including without limitation, nonpayment of premium, except upon at least thirty (30) days prior written notice to Hertz at 225 Brae Blvd., Park Ridge, New Jersey 07656-0713, Attention: Director, Insurance and Safety, or to Hertz at such other address as Hertz may designate from time to time, in writing. If Agent fails to provide said certificate or if any insurance required hereunder is not procured or is cancelled or materially modified, Hertz may, at its option, but without any obligation to do so, procure any or all of such insurance at Agent's expense and at Hertz' option charge the cost of same against monies due or to become due from Hertz to Agent.
- 8.4 Agency agrees to provide for its employees at all time during the term of this Agreement, state mandated Workers' Compensation Insurance and Employers Liability Insurance with minimum limits of One Hundred Thousand (\$100,000) Dollars per occurrence. Agent will provide Hertz with a certificate of Insurance evidencing procurement of this insurance at the inception of this agreement and at each annual renewal period thereafter. Any agent signing this agreement who will not be utilizing any other employees at this location may request in writing an exemption from this requirement.
- 8.5 It is understood by the parties that the Terms and Conditions of Liability Protection (if any) covering the use of Vehicle (s) while rented to Hertz' customers is governed by the applicable Rental Agreement.

9. Inspection

Agent agrees to perform proper periodic safety inspections of all Vehicles before Rental to verify that they are in good and safe operating condition and are in compliance with all applicable laws with respect to motor vehicle safety and Hertz' then current standards. Agent agrees not to rent any Vehicle known to

Agent to be, or reported to Agent as, defective or which is not in compliance with all applicable laws with respect to motor vehicle safety or Hertz' standards.

10. Non-Assignment

Agent may not assign this agreement in whole or in part and may not delegate to any third party the performance of any obligation required by the terms and conditions of this Agreement. Any such purported assignment or delegation without Hertz' prior written consent will be null, void, and without any legal effect.

11. Notice

Any notice or communication from either party to other party relating to or required by this Agreement will be deemed given as of the date of mailing or of hand delivery either if hand-delivered in person or by courier or if deposited with the United State Postal Service, certified or registered mail, by express mail service, or as of the date of receipt of facsimile notice if sent by facsimile transmission.

12. Non-Waiver

No delay, waiver, omission or forbearance on the part of Hertz to exercise any right or power arising out of any breach or default by Agent of any of the terms, provisions or covenants of this Agreement, will constitute or be deemed a waiver by Hertz of any such right or power including, without limitation, the right to declare Agent in default hereunder for any subsequent breach by Agent.

13. Severability

If any covenant, subpart or provision of this Agreement is deemed invalid by a court of governmental authority of competent jurisdiction under any applicable law, in a final non-appealable decision to which Hertz is a party, such covenant subpart, or provision will be inapplicable and deemed omitted here from but only to the extent required by such decision. The remaining covenants, subparts and provisions of this Agreement will not be affected thereby and will be given full effect in accordance with the terms hereof.

14. Miscellaneous

14.1 Nothing contained in this Agreement will be deemed to prevent Hertz from establishing one or more of its own offices, another agency or a Hertz System, Inc., licensee near the Location, or within or around the geographic area where the Location is situated or that the Location serves. Agent will take no action to oppose such an operation.

14.2 This Agreement includes and supersedes any and all prior agreements and understanding between the parties whether written or oral with respect to the Agency or the Location. No party is to be bound by any representation or inducement not specifically set forth herein or specifically incorporated herein by reference. This Agreement may not be amended or altered except by a writing signed by the party to be charged. In order to be binding on Hertz, any amendment or alteration of, or consent or authorization under the Agreement must be signed by the Chief Executive Officer, President or a Vice President of Hertz.

14.3 Agent represents and warrants that if Agent is a partnership, then this agreement has been executed by a general partner; if Agent is a corporation, then this Agreement has been executed by a duly authorized officer of said corporation pursuant to authority granted to such officer by the Board of Directors of said corporation. The Agreement will not be binding on Hertz until and unless executed by a duly authorized officer of Hertz.

14.4 Agent and Hertz shall maintain in strict confidence and not disclose to any third party all non-public information received from the other party pursuant to this Agreement. Furthermore, Agent

shall maintain in strict confidence and not disclose to any third party all rental customer information, including but not limited to customer name, address, driver's license information, Hertz #1 Club Gold information and credit card information, and shall use all such information only as necessary for the performance of this Agreement and for no other purpose. The parties' obligations under this Paragraph 14.4 shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or have caused the same to be executed by their authorized representatives the day and year first above written.

THE HERTZ CORPORATION

AGENT

By: _____

Name: _____

Title: _____

(Division Vice President for Region)

By:  _____

Name: _Spencer Nebel_____

Title: __ City Manager _____

Insurance Acceptance Form (U.S. Only)

Agent's Area/Location No.: _____

Agent's Name: _____ City of Newport

Location Address: _____ 169 SW Coast Hwy

Newport, OR 97365

- We wish to: ☐ Accept ACE Insurance Co. coverage. The current \$614.27 annual per location fee for 2010-2011 will be deducted from your commission checks as follows:
November - October \$51.19 monthly
- ☐ Decline ACE Insurance Co. coverage. We have enclosed a current Certificate of Insurance evidencing the required coverage.
- ☐ Decline ACE Insurance Co. coverage and wish to terminate the Agency relationship as of _____.



Signature of Agent/Authorized

9/6/2016

Date

City Manager

Title (if by Officer)

Please forward to:

THE HERTZ CORPORATION
Attn.: Agency Commission Clerk
P.O. Box 25722
Oklahoma City, OK 73125